

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALPHATEC SPINE, INC.		05/11/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6951507	REMI	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	05/12/2023		
Total Attachments: 5			
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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2023, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of MidCap Funding IV Trust, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit, Security and Guaranty Agreement dated as of September 29, 2022 (as amended by that certain Omnibus Joinder and Amendment No. 1 to the Credit, Security and Guaranty Agreement, dated as of January 6, 2023, and as the same may be further amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Alphatec Holdings, Inc., a Delaware corporation, the Grantor, SafeOp Surgical, Inc., a Delaware corporation, the Guarantors (as defined therein) party from time to time thereto, MidCap Funding IV Trust, as Agent, and the financial institutions from time to time party thereto as lenders (collectively, the “Lenders” and individually, each a “Lender”), the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement. For purposes of this Trademark Security Agreement, the following terms shall have the following meanings:

“Liabilities” means all claims, actions, suits, judgments, damages, settlement costs, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“Trademark” means the following: all right, title and interest arising under any Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all registration applications filed in connection therewith.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants to the Agent a security interest in, all of its right, title and interest in, to and

under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, any “intent to use” Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Credit Agreement, the Credit Agreement shall govern.

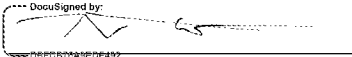
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Agent Protections. In connection with this Trademark Security Agreement, the Agent shall be afforded all of the rights, protections, immunities and indemnities provided to it in the Credit Agreement as if such rights, protections, immunities and indemnities were set forth in full herein, *mutatis mutandis*.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALPHATEC SPINE, INC., as the Grantor

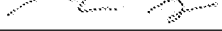
By: 
Name: Todd Koning
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark Name	Country	Scope / Subject Matter	Grantor	Registration No.
"Remi"	US	Navigation and robotic systems; instruments; implants used with foregoing	Alphatec Spine, Inc.	6,951,507